CONTRACT #6 RFS # 318.66-026

Department of Finance & Administration

Bureau of TennCare

VENDOR: VSHP (TennCare Select)



RECEIVED

DEC 0 1 2006

FISCAL REVIEW

STATE OF TENNESSEE BUREAU OF TENNCARE 310 Great Circle Road NASHVILLE, TENNESSEE 37243

November 29, 2006

Mr. Jim White, Director Fiscal Review Committee 8th Floor, Rachel Jackson Bldg. Nashville, TN 37243

Attention: Leni Chick:

RE: Bureau of TennCare Contracts Submitted for Fiscal Review

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee amendment #6 to the Electronic Data Systems Corporation and EDS Information Service, L.L.C., RFS 318.65-080. This competitively bid contract provides Development, Implementation and Replacement of the TennCare Management Information System (TCMIS). This amendment comprises two major components of service, the extension of the current contract Facility Management of the TCMIS and additional services outside the scope of the original contract. The extension of current Facility Management services comprises 40% of the total amendment expenditures. These services include all of the daily operational components required to provide Medicare/Medicaid and Fee for service health care to the 1.1 million Tennessee residents enrolled in TennCare. In order to maintain these services to TennCare enrollees during the development, procurement and implementation of the required replacement contract for our current facility manager (EDS), we requested the extension of the current contract services in order to prepare for this transition. The remaining 60% of the expenditures include two categories of additional components to the Facility Management contract. The first addresses the federally mandated requirement that all health care providers within the United States posses a unique National Provider Identification (NPI) number. The Code of Federal Regulations requires the implementation of NPI by May 27, 2007. This requires TennCare to modify all systems in order to identify all providers using the NPI. This modification to our systems is funded by 90% Federal Funds Participation. The second component of additional services identifies areas outside the scope of services specifically listed in the original contract. These ancillary components of the amendment indirectly address areas TennCare is responsible for adhering to judicial decrees, as well as improved operational efficiencies.

Additionally, TennCare is submitting for review amendment #1 to QSource Center for Healthcare Quality, RFS 318.65-205, the competitively bid contractor providing External Quality Review of TennCare Managed Care Organizations, Behavioral Health Organization and the Dental Benefits Manager. This amendment provides an additional component of comprehensive quality assurance and quality improvement including elderly and disabled Home and Community Based (HCBS) programs in Tennessee. The elderly and disabled waiver programs include the Statewide HCBS Waiver for the Elderly and Disabled as well as the Program of All-Inclusive Care for the Elderly (PACE) Program. TennCare's Long Term Care Program is mandated by the Centers of Medicaid and Medicare Services (CMS) to provide quality assurance and quality improvement programs. We feel it is in the best interest of the State to rely on an already established contractor to perform these critical oversight functions until a competitively awarded contractor can be identified solely for the elderly and disabled. Funding to support this one year amendment is \$179,820.00.

The following Managed Care Organizations (MCOs) are being amended to provide extension of term as well as funding to support this extension. Additionally, the amendment provides the following modifications to current MCO language: (1) Fraud and Abuse language clarification, incorporating CMS requirements as they relate to enrollee hospice care; (2) In response to request from Fiscal Review, incorporates revisions to requirements of current Conflict of Interest language; (3) clarification of Systems Requests including Disaster Recovery Plan; (4) Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," includes language prohibiting the MCO or any provider from smoking tobacco products within any indoor premises in which services are provided pursuant to individuals under the age of eighteen (18) years; (5) Prohibition of Illegal Immigrants, per the requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of services to the state of Tennessee and (6) revised reimbursement requirements for non-participating emergency providers in accordance with the Deficit Reduction Act.

Volunteer State Health Plan, Inc. (TennCare Select)	RFS 318.66-026	FA-02-14632-16
Volunteer State Health Plan, Inc. Memphis Managed Care Corp (TLC)	RFS 318.66-028 RFS 318.66-030	FA-02-14859-19 FA-02-14861-02
Unison Health Plan of TN, Inc.	RFS 318.66-017 RFS 318.66-032	FA-02-14858-12 FA-02-14863-11
Preferred Health Plan John Deere	RFS 318.66-029	FA-02-14860-11 FA-02-14864-11
Windsor Health Plan of TN, Inc. (term extension for 3 mos. only)	RFS 318.66-033	
UAHC Health Plan of TN, Inc. (term extension for 6 mos. only)	RFS 318.66-027	FA-02-14862-12

The following two new competitively awarded Middle Tennessee MCOs are being amended to include the following modifications: (1) Require submission of Fraud and Abuse Compliance Plan for review and approval; (2) Clarification of reimbursement requirements of Hospice benefit package; (3) additional reporting requirements to support utilization activities; (4) clean up language of Deficit Reduction Act (payment requirements for out-of-plan emergency services) to refer to rules for payment terms in accordance with DRA; (5) Clarification of TPL/Subrogation reporting; addition of PCP, MRI, CT, and PET reporting; (6) Strengthen/Broaden language to require notice of any legal action against MCC or parent company; (7) Clarify that State does not have liability for costs beyond administrative fee, including liquidated damages, penalties, etc. (8) added State's language as required by new legislation that prohibits illegal immigrants from performing services of state contracts, and (9) revisions made for consistency throughout the agreement.

United HealthCare Plan of the River	RFS 318.66-051	FA-07-16937-01
Valley, Inc.		
AMERIGROUP Tennessee, Inc.	RFS 318.66-052	FA-07-16936-01

In addition to the amendments listed above, TennCare is also submitting for review the following Behavioral Health Organization (BHO) amendments that provides the following modifications to BHO language: (1) New reporting requirements for Institutions for Mental Disease (IMD); (2) Additional language reinforcing requirements for EPSDT outreach and responsibility of the BHOs for services delegated to their providers; (3) Add requirement of Fraud and Abuse Compliance Plan for review and approval; (4) Clean up Deficit Reduction Act language to refer to rules for payment terms in accordance with DRA; (5) Revise Conflict of Interest language to be consistent with Middle TN RFP Pro Forma in accordance with agreed upon language with Fiscal Review; (6) Clarification of TPL reporting and IS/Disaster recovery reporting; (7) strengthen language to require notice of any legal action against MCC or parent company; (8) added language mandated by new legislation prohibiting use of illegal immigrants for performance of state contracts; (9) clarify that state has no liability for costs beyond administrative fee,

Mr. Jim White Page 3

including liquidated damages, penalties, etc.; (10) general housekeeping revisions made for consistency throughout the agreement.

Premier Behavioral Health Systems

RFS 318.66-022

FA-01-14662-17

Of Tennessee, LLC

Tennessee Behavioral Health, Inc.

RFS 318.66-023

FA-01-14661-16

Tennessee Behavioral Health, Inc.

RFS 318.66-050

FA-05-16089-07

(East Tennessee Region)

The Bureau of TennCare would greatly appreciate the consideration and approval of these amendments by the Fiscal Review Committee.

Sincerely,

Scott Pierce

Chief Financial Officer

Cc:

Darin J. Gordon, Deputy Commissioner

Alma Chilton

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

DEC 0 1 2006

FISCAL REVIEW

APPROVED	
Commissioner of Finance & Administration	
Date:	

A REQUEST CAN NO	ems below indicates specific info T BE CONSIDERED IF INFORMAT EACH OF THE REQUIREMENTS I	TION PROVIDE	nust be individually detailed or add DIS INCOMPLETE, NON-RESPONS AS REQUIRED.	ressed <u>as required</u> . SIVE, OR DOES NOT
RFS# 318.66	3-026			-
STATE AGENCY NAME	: Department of Finance and	Administration	n, Bureau of TennCare	
SERVICE CAPTION:	Provides TennCare covered MCO's fail.	d services to c	hildren in State custody and provi	ides a safety net should other
CONTRACT#	FA-02-14632-00		PROPOSED AMENDMENT #	16
CONTRACTOR:	Volunteer State Health Plan	ı, Inc.		
CONTRACT START DAT	E 1.	July 1, 2001		
CURRENT, LATEST POS (including ALL options to		12/31/2006		
CURRENT MAXIMUM LI	ABILITY:	\$510,025,42	27.90	
LATEST POSSIBLE END (including ALL options to	DATE <u>WITH</u> PROPOSED AM extend)	ENDMENT:	12/31/2007	
TOTAL MAXIMUM COST (including ALL options to	WITH PROPOSED AMENDM extend)	ENT:	\$582,177,305.90	
APPROVAL CRITERIA: (select one)	use of Non-Competi	tive Negotiati	ion is in the best interest of the	state
	only one uniquely qu	ualified servi	ce provider able to provide the	service
ADDITIONAL REQUIRED	D REQUEST DETAILS BELOW	/ (address ea	ch item immediately following the	requirement text)
(1) description of the pr	oposed additional service an	d amendmen	t effects:	

This amendment provides the following modifications to current MCO language incorporating CMS requirements as they relate to enrollee hospice care; (2) In revisions to requirements of current Conflict of Interest language; (3) Extends to support term extension; (4) clarification of Systems Requests including Disaste federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean MCO or any provider from smoking tobacco products within any indoor premise individuals under the age of eighteen (18) years; (6) Prohibition of Illegal Immig Chapter Number 878, of the state of Tennessee, addressing the use of illegal in Tennessee, and (7) revised reimburesment requirements for non-participating of Reduction Act.	response to request from Fiscal Review, incorporates the incorporates are made for an additional year, and provides funding to be recovery Plan; (5) Pursuant to the provisions of the Indoor Air of 1995," includes language prohibiting the es in which services are provided pursuant to grants, per the requirements of Public Acts of 2006, maigrants in the performance of services to the state of
(2) explanation of need for the proposed amendment :	
This amendment is needed to make above modifications as well as provide fun	ding for one year extension.
(3) name and address of the proposed contractor's principal owner(s): (not required if proposed contractor is a state education institution)	
BlueCross BlueShield 801 Pine St Chattanooga,TN 37402	
(4) documentation of OIR endorsement of the Non-Competitive procurem (required only if the subject service involves information technology)	ent request :
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
(5) documentation of Department of Personnel endorsement of the Non-C (required only if the subject service involves training for state employees)	ompetitive procurement request :
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
(6) description of procuring agency efforts to identify reasonable, compenon-competitive negotiation:	litive, procurement alternatives rather than to use
This Contractor is currently providing a network of services for the TennCare Pr	ogram. This is an amendment to current contract.
(7) justification of why the F&A Commissioner should approve a Non-Cor	npetitive Amendment :
The Bureau of TennCare is currently modifying all of the MCO contracts to procompliance with current changes in the TennCare program. These MCO contracts TennCare/Medicaid Population and TennCare would greatly appreciate approximately appreciate	acts provide necessary Health Care Services to the
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances) SIGNATURE DATE:	bet 1

		CONTR	ACT SUMMARY	SHEET				
RFS Number:	318.66-026			Contract Number:	FA-02-14632-16	S.		
State Agency: Department of Finance and Administration Division: Bureau of TennCare						•		
	С	ontractor	· · · · · · · · · · · · · · · · · · ·	Contr	act Identification	Number		
VSHP (TennCa	are Select)			. = :	· -			
			Service Description					
Managed Care	Organization Service	es (ASO) / Medically	necessary Health Ca	re Services to the	TennCare / Med	caid Population		
	Contra	ct Begin Date			Contract End Da	te		
					12/31/2007			
Allotment Code	Cost Center	Object Code	Fund	Grant	Total Contract Amount (including			
318.66	4A2	134	11	☐ STARS				
			Interdepartmental		Total Contract	Amount (including		
FY		Federal Funds	Funds	Other Funding				
2002								
2005					\$			
2007								
2007 \$87,748,111.00 \$87,748,111.00 \$175,496,2						\$582,177,305.90		
CFDA#	93.778 Title XIX Dep	t. of Health &Human S	vcs.		Check the box ON!	Y if the answer is YES		
		iscal Contract		Is the Contractor a S	UBRECIPIENT? (per	OMB A-133)		
				Is the Contractor a V	endor? (per OMB A	-133)		
Managed Care Organization Services (ASO) / Medically r Contract Begin Date 7/1/2001								
				Is the Fiscal Year Fu	nding STRICTLY LIN	AITED?		
Pr	ocuring Agency Bud	get Officer Approval S	ignature	Is the Contractor on	STARS?			
Scott Pierce	t Pierce / ///				ORM W-9 ATTACHE	D?		
	2010			Is the Contractor's Form W-9 Filed with Accounts?				
	COMPLETE FOR A	ALL AMENDMENTS (o	nly)	Funding Certification				
Base Contract & Prior								
		*** *********						
			12/31/2007					
				1				
State Agency: Department of Finance and Administration								
Department of Finance and Administration								
Service Description								
FY: 2007	·				•			
	l otal:	\$510,025,427.90	\$72,151,878.00]				

AMENDMENT NUMBER 16

AN AGREEMENT FOR THE ADMINISTRATION OF TENNCARE SELECT BETWEEN THE STATE OF TENNESSEE, d.b.a. TENNCARE AND VOLUNTEER STATE HEALTH PLAN, INC.

CONTRACT NUMBER: FA-02-14632-00

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Agreement for the Administration of TennCare Select by and between the State of Tennessee TennCare Bureau, hereinafter referred to as TENNCARE, and Volunteer State Health Plan, Inc., hereinafter referred to as the CONTRACTOR, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. The Hospice Benefit, Sitter Benefit, and Convalescent Care Benefit descriptions in Section 2-3.1.2 shall be deleted and replaced and shall read as follows:

Hospice	As medically necessary. Must be provided by a Medicare-certified
Care	hospice.
	Provided and reimbursed in accordance with state and federal requirements, including but not limited to the following: Rates shall be no less than the federally established Medicaid hospice rates (updated each FFY), adjusted by area wage adjustments for the categories described by CMS; The rates described above shall be subject to the annual cap for Medicaid Hospice rates as provided annually by CMS; and If a Medicaid hospice patient resides in a nursing facility (NF), the CONTRACTOR must pay an amount equal to at least 95 percent of the prevailing NF room and board rate to the hospice provider (not subject to the annual cap for Medicaid Hospice rates.
	·

Sitter	Medicaid/Standard Eligible, Age 21 and older: NON COVERED
	Medicaid/Standard Eligible, Under age 21: Covered as medically necessary. Effective February 1, 2007, Non-Covered, unless the CONTRACTOR is otherwise notified by TENNCARE.
Convalescent Care	Medicaid/Standard Eligible, Age 21 and older: NON COVERED
	Medicaid/Standard Eligible, Under age 21: Covered as medically necessary. Effective February 1, 2007, Non-Covered, unless the CONTRACTOR is otherwise notified by TENNCARE.

2. Section 2-3.2 shall be deleted and replaced in its entirety and shall read as follows:

2-3.2(a) The service thresholds and the CONTRACTOR's responsibility once a non-institutionalized adult has met the threshold are as follows:

Service	Threshold for Non- Institutionalized Medicaid Eligibles, Age 21 and Older	CONTRACTOR Responsibility Once Member Has Reached Threshold
Inpatient Hospital Services	20 days per SFY	Enroll member in MCO case management or disease management program, whichever is more appropriate

3. Section 2-4.7.1 shall be amended by deleting and replacing the fourth sentence so that the amended Section 2-4.7.1 shall read as follows:

2-4.7.1. Emergency Medical Services obtained from Out of Plan Providers

The CONTRACTOR's plan shall include provisions governing utilization of and payment by the CONTRACTOR for emergency medical services received by an enrollee from non-contract providers, regardless of whether such emergency services are rendered within or outside the community service area covered by the plan. Coverage of emergency medical services shall not be subject to prior authorization by the CONTRACTOR and shall be consistent with federal requirements regarding post-stabilization services, including but not limited to, 42 CFR Section 438.114(c)(1)(ii)(A). Utilization of and payments to non-contract providers may, at the CONTRACTOR's option, be limited to the treatment of emergency medical conditions, including post-stabilization care that includes medically necessary services rendered to the enrollee until such time as he/she can be safely transported to an appropriate contract service location. Payment amounts shall be in accordance with TENNCARE rules and regulations for emergency out-of-plan services. Payment by the CONTRACTOR for properly documented claims for emergency medical services rendered by a non-contract provider shall be made within thirty (30) calendar days of receipt of a clean claim by the CONTRACTOR.

The CONTRACTOR must review and approve or disapprove claims for emergency medical services based on the definition of emergency medical services specified in Section 1-3 of this Agreement. If the CONTRACTOR determines that a claim requesting payment of emergency medical services does not meet the definition as specified in Section 1-3 and subsequently denies the claim, the CONTRACTOR shall notify the provider of the denial. This notification shall include information to the provider regarding the CONTRACTOR's process and timeframes for reconsideration. In the event a provider disagrees with the CONTRACTOR's decision to disapprove a claim for emergency medical services, the provider may pursue the independent review process for disputed claims as provided by T.C.A., Section 56-32-226, including but not limited to MCO reconsideration.

4. Section 2-7.1.b(2) shall be amended by deleting item (b) and renumbering the remaining items.

- 2. The CONTRACTOR shall provide MCO case management to members who are at high risk or have unique, chronic, or complex needs. This shall include but not be limited to:
 - (a) Members who have reached the service threshold for inpatient hospital services;
 - (b) Members with co-occurring mental illness and substance abuse, and/or co-morbid physical health and behavioral health conditions;
 - (c) Members who meet the requirements at 2-3.s.5(a) regarding excessive and/or inappropriate Emergency Department Utilization; and
 - (d) Children with special health care needs unless already enrolled in an appropriate disease management program.
- 5. Section 2-7.1(f) shall be amended by deleting item (2) and renumbering the remaining items.

(2) Member Identification Strategies

The MCO must have a systematic method of identifying and enrolling eligible members in each DM program. This shall include but not be limited to:

- (a) Members who have reached the service threshold for inpatient hospital services (see Section 2-3.a.2).
- (b) Members who meet the requirements at 2-3.s.5(f)(3) regarding excessive and/or inappropriate Emergency Department Utilization who could potentially benefit from enrollment in a disease management program.
- (c) Members who have reached the service threshold for inpatient hospital services shall be enrolled in either a disease management program or MCO case management, whichever the CONTRACTOR determines is more appropriate.
- 6. Section 2-9.10 shall be deleted and replaced in its entirety.

2-9.10. Subrogation (Casualty) Recovery

The CONTRACTOR shall conduct diagnosis and trauma code editing to identify potential subrogation related claims. This editing should, at a minimum, identify claims with a diagnosis of 800.00 thru 999.99 (excluding 994.6) or a claim submitted with an accident trauma indicator of 'Y'. TENNCARE approved questionnaires or other type TENNCARE approved forms shall be used to gather data and information pertinent to potential subrogation cases. TENNCARE shall determine a threshold amount for which a subrogation case should be pursued. Subrogation cases must be approved in writing by TENNCARE prior to the CONTRACTOR presenting offers or executing settlements.

7. Section 2-9.14.b.1 shall be amended by adding new text to the end of the existing text so that the amended Section 2-9.14.b.1 shall read as follows:

2-9.14.b Fraud and Abuse Compliance Plan

1. The CONTRACTOR shall have a written Fraud and Abuse compliance plan. A paper and electronic copy of the plan shall be provided to TENNCARE. The CONTRACTOR's specific internal controls and polices and procedures shall be described in a comprehensive written plan and be maintained on file with the CONTRACTOR and submitted for review to TENNCARE within thirty (30) calendar days of the effective date of this Agreement and annually thereafter. TENNCARE shall provide notice of approval, denial, or modification to the CONTRACTOR within thirty (30) calendar days of receipt. The CONTRACTOR shall make any requested updates or modifications available for review to TENNCARE as requested by TENNCARE

and/or the TennCare Program Integrity Unit within thirty (30) calendar days of a request. The State shall not transfer their law enforcement functions to the CONTRACTOR.

8. Section 2-9 shall be amended by adding a new Section 2-9.15 which shall read as follows:

2-9.15 Business Continuity and Disaster Recovery (BC-DR) Plan

- (a) Regardless of the architecture of its Systems, the CONTRACTOR shall develop and be continually ready to invoke a BC-DR plan that is reviewed and prior approved by TENNCARE.
- (b) At a minimum the CONTRACTOR's BC-DR plan shall address the following scenarios:

 (a) the central computer installation and resident software are destroyed or damaged, (b) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (c) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, and (d) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the System, i.e., causes unscheduled System unavailability.
- (c) The CONTRACTOR's BC-DR plan shall specify projected recovery times and data loss for mission-critical Systems in the event of a declared disaster.
- (d) The CONTRACTOR shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to TENNCARE that it can restore System functions.
- (e) The CONTRACTOR shall submit a baseline BC-DR plan to TENNCARE and communicate proposed modifications as required in Section 2.10.18.
- 9. Section 2-10.5. shall be amended by deleting and replacing Section 2-10.5.2 and adding a new 2-10.5.4.

1. TPL Reporting

(a) Cost Avoidance Value Reporting. The CONTRACTOR shall report all claim adjustment amounts due to TPL coverage or Medicare coverage on a frequency and in a format and media described by TENNCARE. The CONTRACTOR shall calculate cost savings in categories described by TENNCARE.

4. Payment for Out-of-Plan Emergency Providers

The CONTRACTOR shall report to TENNCARE the average payment rate paid to out-of-plan emergency providers by January 31 each calendar year.

10. Section 2-10.14 shall be amended by adding a new 2-10.14.1 and renumbering the existing items accordingly so that the new 2-10.14.1 shall read as follows:

2-10.14.1 **PCP Visits**

The CONTRACTOR shall submit a quarterly *PCP Visits Per Member Per Year Report* in the format prescribed by TENNCARE. The number of PCP visits per member during the reporting quarter shall be projected to reflect a twelve (12) month period.

11. Section 2-10.18 shall be deleted and replaced so that the new Section 2-10.18 shall read as follows:

2-10.18. Business Continuity and Disaster Recovery Reports

The CONTRACTOR shall submit a baseline *Business Continuity and Disaster Recovery (BC-DR)* plan for review and approval as specified by TENNCARE. The CONTRACTOR shall communicate proposed modifications to the BC-DR plan at least fifteen (15) calendar days prior to their proposed incorporation. Such modifications shall be subject to review and approval by TENNCARE.

12. Section 2 shall be amended by adding a new Section 2-29 which shall read as follows:

2-29. Notice of Legal Action

The CONTRACTOR shall give TENNCARE and the Tennessee Department of Commerce and Insurance, TennCare Division, immediate notification in writing by Certified Mail of any administrative or legal action or complaint filed regarding any claim in law or equity made against the CONTRACTOR or an affiliate of the CONTRACTOR, including but not limited to a parent company; by a provider, enrollee, subcontractor or any other party, including but not limited to notice of any arbitration proceedings instituted between a provider and the CONTRACTOR.

- 13. Section 2 shall be amended by adding a new Section 2-30 which shall read as follows:
- 2-30. <u>Prohibition of Illegal Immigrants</u>. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment II, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- 14. Section 5-4 shall be amended by adding a new Section 5-4.d which shall read as follows:
 - d. The administrative fee payments specified in Section 5-1 of this Contract as amended, shall represent payment in full. TennCare shall not reimburse CONTRACTOR for any costs, liquidated damages and/or penalties incurred by the CONTRACTOR and which result from actions or inactions, including penalties associated with CONTRACTOR's failure to timely pay any and all expenses, fees, taxes and other regulatory/ministerial costs associated with the requirements of operating as an HMO in this state. The taxes, fees, expenses, and other regulatory/ministerial costs referenced herein shall include but not be limited to premium taxes associated with any and all obligations required by the Tennessee Health Maintenance Organization Act of 1986 codified at Tennessee Code Annotated § 56-32-201 et seq. or any subsequent amendments thereto and/or the Tennessee Prepaid Limited Health Services Act of 200 codified at Tennessee Code Annotated § 56-51-101 et seq. or any subsequent amendments thereto.
- 15. Section 6-1 shall be amended by adding a new Section 6-1 ee which shall read as follows:
 - ee. Federal Pro-Children Act of 1994 and the Tennessee Children's Act for Clean Indoor Air of 1995.
- 16. Section 6-7 shall be deleted and replaced in its entirety so that the amended Section 6-7 shall read as follows:

6-7. CONFLICT OF INTEREST

- 6-7.a. The CONTRACTOR warrants that no part of the total Agreement amount provided herein shall be paid directly, indirectly or through a parent organization, subsidiary or an affiliate organization to any state or federal officer or employee of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Agreement unless disclosed to the Commissioner, Tennessee Department of Finance and Administration. For purposes of Section 4.19 and its subparts of this contract, "immediate family member" shall mean a spouse or minor child(ren) living in the household.
 - 6-7.a.1 Quarterly, by January 30, April 30, July 30, and October 30 each year, or at other times or intervals as designated by the Deputy Commissioner of the Bureau of TennCare, disclosure shall be made by the CONTRACTOR to the Deputy Commissioner of the Bureau of TennCare, Department of Finance and Administration in writing. The disclosure shall include, but not be limited to, the following:

- 6-7.a.1.(a) A list of any state or federal officer or employee of the State of Tennessee as well as any immediate family member of a state or federal officer or employee of the State of Tennessee who receives wages or compensation from the CONTRACTOR; and
- 6-7.a.1.(b) A statement of the reason or purpose for the wages or compensation.

 The disclosures shall be made by the CONTRACTOR and reviewed by TENNCARE in accordance with Standard Operating Procedures and the disclosures shall be distributed to, amongst other persons, entities and organizations, the Commissioner, Tennessee Department of Finance and Administration, the Tennessee Ethics Commission, the TennCare Oversight Committee and the Fiscal Review Committee.
- 6-7.a.2 This Agreement may be terminated by TENNCARE and/or the CONTRACTOR may be subject to sanctions, including liquidated damages, under this Agreement if it is determined that the CONTRACTOR, its agents or employees offered or gave gratuities of any kind to any state or federal officials or employees of the State of Tennessee or any immediate family member of a state or federal officer or employee of the State of Tennessee if the offering or giving of said gratuity is in contravention or violation of state or federal law. It is understood by and between the parties that the failure to disclose information as required under Section 4.19 of this Agreement may result in termination of this Agreement and the CONTRACTOR may be subject to sanctions, including liquidated damages in accordance with Section 4.20 of this Agreement. The CONTRACTOR certifies that no member of or delegate of Congress, the United States General Accounting Office, DHHS, CMS, or any other federal agency has or will benefit financially or materially from this Agreement.
- 6-7.b The CONTRACTOR shall include language in all subcontracts and provider agreements and any and all agreements that result from this Agreement between CONTRACTOR and TENNCARE to ensure that it is maintaining adequate internal controls to detect and prevent conflicts of interest from occurring at all levels of the organization. Said language may make applicable the provisions of Section 4.19 to all subcontracts, provider agreements and all agreements that result from the Agreement between the CONTRACTOR and TENNCARE.
- 17. Section 6-8.b.1 shall be amended by adding a due date for Semi-Annual Reports which shall read as follows:

Semi-Annual Reports	January 31 and July 31.
Semi-Amuai Reports	January 31 and July 31.
· ·	

18. Section 6-27 shall be amended by deleting and replacing December 31, 2006 with December 31, 2007.

6-27 Contract Term of The Agreement

This Agreement and its incorporated attachments, if any, as well as all Amendments to this Agreement, contain all of the terms and conditions agreed upon by the parties, and when executed by all parties, supersedes any prior agreements. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall be in effect from July 1, 2001, subject to approval by the U.S. Department of Health and Human Services,

Centers for Medicare & Medicaid Services. The term of this Agreement shall expire on December 31, 2007. At the mutual agreement of TennCare and the CONTRACTOR, this CONTRACT shall be renewable for an additional twelve month period.

Notwithstanding any provision herein to the contrary, the State may terminate this Agreement if the waiver governing TennCare is terminated. The documents referenced in the Agreement are on file with the CONTRACTOR and with TENNCARE and the CONTRACTOR is aware of their content. No other agreement, oral or otherwise regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

19. Attachment II shall be deleted and replaced in its entirey and shall read as follows:

ATTACHMENT II

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

20. Attachment XII, Exhibit L.3 shall be amended by adding MRI, CT Scan and PET Scan's per 1000.

ATTACHMENT XII, Exhibit L.3

[MCO NAME]
Outpatient Report
Incurred Period: XX/XX/XXXX

Managed Care Metrics	Cumulative Member Months Member Months	Total Outpatient Payment Per Visit	Payment PMPM Visits per 1,000	Surgery. Payment Per Visit	Visits per 1,000	ER-Emergency Payment Per Visit Payment PMPM Visits per 1,000	ER Nor-Einergency Payment Per Visit Payment PMPM Visits per 1,000	Diagnostic Payment Per Visit	Payment PMPM Visits per 1,000 MRI Visits per 1,000 CT Scan Visits per	1,000 PET Scan Visits per 1,000 Takel Wiete ner 1,000
YTD MCO % Total										
MCO Total										
Medicald Adult										
Medicalt Child										
Medicaid Uninsured					<u> </u>					
ired Unins Child										
irred						•				·
Medically Eligible Adult										
Medically Hiigible Child										
Disabled Adult										
Disabled Child			;							
Dual Eligibles/ Medicald										
Dual Eligibles/ Eligibles/ Medicald Standard										

			:
	-		
	_		
Other Services	Payment Per Visit	ent PMPM	er 1,000
OtherS	Paymer	Paviner	Visits per

All of the provisions of the original Contract not specifically deleted or modified herein shall remain in full force and effect. Unless a provision contained in this Amendment specifically indicates a different effective date, for purposes of the provisions contained herein, this Amendment shall become effective January 1, 2007 or as of the date it is approved by the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

DEPARTMENT OF FINANCE	
AND ADMINISTRATION	VOLUNTEER STATE HEALTH PLAN, INC
BY:	BY: Ronald E. Harr
M. D. Goetz, Jr.	
Commissioner	President and Chief Executive Officer
DATE:	DATE:
APPROVED BY:	APPROVED BY:
STATE OF TENNESSEE	
DEPARTMENT OF FINANCE	STATE OF TENNESSEE
AND ADMINISTRATION	COMPTROLLER OF THE TREASURY
BY:	BY:
M. D. Goetz, Jr.	John G. Morgan
Commissioner	Comptroller
DATE:	DATE:

		CONTRA	ACT SUMMARY	SHEET			
RFS Number:	318.66-026			Contract Number:	FA-02-14632-15		
State Agency:	Department of Finance a	and Administration		Division:	Bureau of TennCare		
	Co	ontractor		Contr	act Identification	Number	
VSHP (TennCa	re Select)		•				
			Service Description				
Managed Care	Organization Servic	es (ASO) / Medically	necessary Health Ca	ire Services to the	TennCare / Medi	caid Population	
	Contract Begin Date				Contract End Da	te	
,	7	/1/2001			12/31/2006		
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	e
318.66	4A2	134	11	☐ STARS			
			Interdepartmental			Amount (includi	ng
FY	State Funds	Federal Funds	Funds	Other Funding		nendments	
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868	
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942	
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	63,490,156	
2005	\$ 58,007,447.00	\$ 58,007,447.00			\$	116,014,894	
2006	\$87,748,111.00	\$87,748,111.00				\$175,496,222	
2007	\$51,672,172.00	\$51,672,172.00				\$103,344,344	
Total:	\$245,094,781.35	\$ 264,930,646.55		\$510,025,427.90			.90
CFDA#		t. of Health &Human S	vcs.		Check the box ONI	Y if the answer is	YES.
		iscal Contract		Is the Contractor a S	SUBRECIPIENT? (pe	r OMB A-133)	
Name:	Scott Pierce			le the Contractor - '	landar? (nor OMP A	-133\	
Address:	310 Great Circle Road			Is the Contractor a \	rendor : (het OND A	-100)	┼
Phone:	Nashville, TN (615)507-6415			is the Fiscal Year Fu	inding STRICTLY LIF	MITED?	1
Pr		get Officer Approval S	ignature	Is the Contractor on			
	/ 111	1/		Is the Contractor's F	ORM W-9 ATTACHE	D?	
Scott Pierce	STIC	Jun -		Is the Contractor's F	orm W-9 Filed with	Accounts?	
	COMPLETE FOR	ALL AMENDMENTS (o	nly)		Funding Certificat		
		Base Contract & Prior		Pursuant to T.C.A., S	ection 9-6-113, I, M. I	D. Goetz, Jr.,	
		Amendments	This Amendment ONLY	Commissioner of Fina there is a balance in t	ance and Administation	on, do hereby certify	that
	CT END DATE:	12/31/2006		there is a balance in the required to be paid the	ine appropriation from at is not otherwise en	r which this obligation cumbered to hav	1113
FY: 2002		\$ 18,599,868.48	·	obligations previously			
FY: 2003		\$ 33,079,942.80					
FY: 2004		\$ 63,490,156.62				 "	
FY: 2005		\$116,014,894.00	*	1			
FY: 2006		\$175,496,222.00					
FY: 2007		\$58,007,447.00			•		
	Total	\$464 688 530 90	\$45,336,897,00	1			

		CONTRA	ACT SUMMARY S	SHEET			
RFS Number:	318.66-026			Contract Number:	FA-02-14632-14		
State Agency:	Department of Finance a	nd Administration		Division:	Division: Bureau of TennCare		
	Co	ontractor		Contra	act Identification	Number	
VSHP (TennCa	are Select)	· · · · · · · · · · · · · · · · · · ·		□ c-			
			Service Description	<u> </u>			
Managed Care	Organization Servic	es (ASO) / Medically	necessary Health Ca	re Services to the			
	Contra	ct Begin Date			Contract End Da	te	
	7	//1/2001			12/31/2006		
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	;
318.66	532	134	11	☐ STARS			ı
**			Interdepartmental		E .	Amount (includir	ng
FY	State Funds	Federal Funds	Funds	Other Funding		nendments	40
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.	
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942	
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	63,490,156.	
2005	\$ 58,007,447.00	\$ 58,007,447.00			\$	116,014,894	
2006	\$87,748,111.00	\$87,748,111.00		<u> </u>		\$175,496,222	
2007	\$29,003,723.50	\$29,003,723.50				\$58,007,447	
Total:	\$222,426,332.85	\$ 242,262,198.05		<u></u>		\$464,688,530	
CFDA#	93.778 Title XIX Dep	t. of Health &Human S	vcs.		Check the box ON	LY if the answer is `	YES:
		iscal Contract		Is the Contractor a SUBRECIPIENT? (per OMB A-133)			
Name:	Scott Pierce		310	Is the Contractor a V	endor? (per OMB A	-133)	
Address: Phone:	Great Circle Road Nashville, TN			is the contractor a v	Citation (por citation)		
Phone:	(615)507-6415	•		Is the Fiscal Year Fu	inding STRICTLY LI	MITED?	<u>L.</u>
Pı		get Officer Approval S	ignature	Is the Contractor on	STARS?		
Scott Pierce	11/1	1		is the Contractor's F	ORM W-9 ATTACHI	ED?	<u> </u>
	Suff	7		is the Contractor's F	orm W-9 Filed with	Accounts?	
	COMPLETE FOR	ALL AMENDMENTS (o	nly)		Funding Certifica	tion	
		Base Contract & Prior		Pursuant to T.C.A., S	ection 9-6-113, I, M.	D. Goetz, Jr.,	
		Amendments	This Amendment ONLY	Commissioner of Fina	ance and Administation	on, do hereby certify	that
	CT END DATE:	12/31/2006		there is a balance in t required to be paid th			11 15
FY: 2002 \$ 18,599,868.48 obligation				obligations previously		Tables to be?	
FY: 2003 \$ 33,079,942.80							
FY: 2004 \$ 63,490,156.62				<u> </u>			
FY: 2005 \$116,014,894.00							
FY: 2006	•	\$172,434,996.00		4			
FY: 2007	·	\$58,007,447.00		1		-	
1	Total:	\$ 461,627,304.90	\$3,061,226.00				

	•					···································
		CONTRA	ACT SUMMARY	SHEET		
RFS Number:	318.66-026			Contract Number:	FA-02-14632-13	4
State Agency:	Department of Finance a	and Administration		Division: Bureau of TennCare		
	Co	ontractor		Contr	act Identification I	Number
	0.1+\			□ V-		
VSHP (TennCa	ire Select)			C	. , , , , , , , , , , , , , , , , , , ,	
			Service Description	·		
Managed Care	Organization Service	es (ASO) / Medically	necessary Health Ca	re Services to the	TennCare / Medi	caid Population
	Contra	ict Begin Date			Contract End Dat	te
	. 7	7/1/2001		· ·	12/31/2006	
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
318.66	532	134	11	☐ STARS		
·			Interdepartmental			Amount (includin
FY	State Funds	Federal Funds	Funds	Other Funding		nendments
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.4
2003	\$ 15,785,123.40	\$ 17,294,819.40	,		\$	33,079,942.8
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	63,490,156.6
2005	\$ 58,007,447.00	\$ 58,007,447.00			\$	116,014,894.0
2006	\$86,217,498.00	\$86,217,498.00		<u> </u>		\$172,434,996.0
2007	\$29,003,723.50	\$29,003,723.50			<u> </u>	\$58,007,447.0
Total:	\$220,895,719.85	\$ 240,731,585.05			\$	461,627,304.9
CFDA#	93.778 Title XIX Dep	t. of Health &Human S	vcs.		Check the box ON	Y if the answer is Y
		iscal Contract		Is the Contractor a SUBRECIPIENT? (per OMB A-133)		
Name:	Scott Pierce	•	310	is the Contractor a \	/endor? (per OMB A	-133)
Address:	Great Circle Road			13 the Contractor 5	Chao'r (por Onio'r	122/
Phone:	Nashville, TN (615)507-6415			Is the Fiscal Year Fu	inding STRICTLY LI	MITED?
· Pı		lget Officer Approval S	ignature	is the Contractor on	STARS?	
	///	11		Is the Contractor's F	ORM W-9 ATTACHE	D?
Scott Pierce	SMC	1		Is the Contractor's F	orm W-9 Filed with	Áccounts?
· · · · · · · · · · · · · · · · · · ·	COMPLETE FOR	ALL AMENDMENTS (o	nly)		Funding Certifica	
		Base Contract & Prior		Pursuant to T.C.A., S	ection 9-6-113, I, M.	D. Goetz, Jr.,
		Amendments	This Amendment ONLY	Commissioner of Fina	ance and Administation	on, do hereby certify the shirt that the shirt is the shirt this obligation the shirt is the shirt is the shirt is the shirt in the shirt is the shi
CONTRA	CT END DATE:	12/31/2006		required to be paid th	ne appropriation non	cumbered to pay
FY: 2002		\$ 18,599,868.48		obligations previously	/ incurred.	
FY: 2003		\$ 33,079,942.80		1		
FY: 2004	·	\$ 63,490,156.62			· · · · · · · · · · · · · · · · · · ·	
FY: 2005		\$116,014,894.00		_		
FY: 2006		\$116,014,894.00	\$56,420,102.00	4		
FY: 2007	<u> </u>	\$58,007,447.00				
	Total:	\$ 405,207,202.90	\$56,420,102.00	1	•	

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CONFIRCLES OF THE

		CONTRA	ACT SUMMARY	SHEET		
RFS Number:	318.66-026			Contract Number:	FA-02-14632-12	2
State Agency:	Department of Finance ar	nd Administration		Division:	Bureau of TennCare	3
<u></u>	Co	ntractor			ract Identification	Number
VSHP (TennCa	re Select)			□ v- □ c-		
		 	Service Description			
Managed Care	Organization Service	es (ASO) / Medically	necessary Health Ca	re Services to the		
	Contrac	ct Begin Date			Contract End Da	te
	7/	/1/2001			12/31/2006	
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
318.66	532	134	11	STARS		
			Interdepartmental			Amount (including
FY	State Funds	Federal Funds	Funds	Other Funding		mendments
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.48
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942.80
2004	\$ 25,125,990.72	\$ 38,364,165.90		·	\$	63,490,156.62
2005	\$ 58,007,447.00	\$ 58,007,447.00			\$	116,014,894.00
2006	\$58,007,447.00	\$58,007,447.00				\$116,014,894.00
2007	\$29,003,723.50	\$29,003,723.50				\$58,007,447.00
Total:	\$192,685,668.85	\$ 212,521,534.05		<u> </u>	\$	405,207,202.90
CFDA#	93.778 Title XIX Dept	. of Health &Human S	vcs.		Check the box ON	LY If the answer is YES
	<u> </u>	iscal Contract		Is the Contractor a	SUBRECIPIENT? (pe	er OMB A-133)
Name:	Scott Pierce		310	And Contractor of	Vendor? (per OMB A	1-133)
Address:	Great Circle Road		•	is the Contractor A	Vendor (per Own A	1-100)
Phone:	Nashville, TN (615)507-6415		•	Is the Fiscal Year F	unding STRICTLY LI	MITED?
Pı		get Officer Approval S	ignature	Is the Contractor of		
				is the Contractor's	FORM W-9 ATTACH	ED?
Scott Pierce	*			is the Contractor's	Form W-9 Filed with	
	COMPLETE FOR	ALL AMENDMENTS (o	nly)		Funding Certifica	
		Base Contract & Prior			Section 9-6-113, I, M.	D. Goetz, Jr.,
		Amendments	This Amendment ONLY	there is a belence in	nance and Administati the appropriation fro	ion, do hereby certify that m which this obligation is
CONTRA	CT END DATE:	12/31/2005	12/31/2006	required to be paid t	that is not otherwise e	ncumbered to pay
FY: 2002		\$ 18,599,868.48		obligations previous	ly incurred.	· · · · · · · · · · · · · · · · · · ·
FY: 2003	,	\$ 33,079,942.80		4		
FY: 2004		\$ 63,490,156.62	`	<u> </u>		•
FY: 2005	<u> </u>	\$116,014,894.00	900.000.004.0	릚		•
FY: 2006	<u> </u>	\$55,335,500.00			•	
FY: 2007			\$58,007,447.0			
	Total:	\$ 286,520,361,90	\$118,686,841.00) 🛮 🙏	•	·

		CONTRA	ACT SUMMARY	SHEET			
RFS Number:	318.66-026			Contract Number:	FA-02-14632-11		
State Agency:	Department of Finance a	and Administration		Division: Bureau of TennCare			
	C	ontractor		Contr	act Identification	Number	
VSHP (TennCa				□ V-			•
			Service Description			· · · · · · · · · · · · · · · · · · ·	
Managed Care	Organization Service	es (ASO) / Medically	necessary Health Ca	re Services to the	TennCare / Medi	icaid Population	
	Contra	ect Begin Date			Contract End Da	te	
!	. 7	7/1/2001			12/31/2005		
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	<u> </u>
318.66	532	134	11	☐ STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding		Amount (includir nendments	ng
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.	.48
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942.	.80
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	63,490,156.	.62
2005	\$ 58,007,447.00	\$ 58,007,447.00			\$	116,014,894.	.00
2006	\$27,667,750.00	\$ 27,667,750.00			\$	55,335,500.	
Total:	\$133,342,248.35	\$ 153,178,113.55			\$	286,520,361.	.90
CFDA#	93.778 Title XIX Dep	t. of Health &Human S	vcs.		Check the box ON	LY if the answer is \	YES
.	State F	Fiscal Contract		is the Contractor a SUBRECIPIENT? (per OMB A-133)			1
Name:	Dean Daniel						
Address:	729 Church Street			Is the Contractor a \	endor? (per OMB A	133)	<u> </u>
Phone:	Nashville, TN (615)532-1362			Is the Fiscal Year Fu	inding STRICTLY LI	MITED?	_
Pr	ocuring Agency Bud	get Officer Approval S	ignature	Is the Contractor on	STARS?		
Scott Pierce				is the Contractor's F	ORM W-9 ATTACH	ED?	<u> </u>
				is the Contractor's			<u> </u>
	COMPLETE FOR	ALL AMENDMENTS (o		Pursuant to T.C.A., S	Funding Certifica		
		Base Contract & Prior Amendments	This Amendment ONLY				that
CONTRA	CT END DATE:	12/31/2005	A THE PRINCIPALITY OF THE	there is a balance in	the appropriation from	n which this obligation	
FY: 2002					nat is not otherwise en	ncumbered to pay	
FY: 2002 FY: 2003		\$ 33,079,942.80		obligations previously	y incurred.	•	
FY: 2003 FY: 2004		\$ 63,490,156.62		1			
FY: 2004 FY: 2005		\$116,014,894.00		<u> </u>			
FY: 2006		\$55,335,500.00		1			
- 2000	Total	\$ 286 520 361 90		1	•		

		<u> </u>				
		CONTRA	CT SUMMARY S			
S Number:	318.66-026			Contract Number:	FA-02-14632-10	
	Department of Finance ar	nd Administration		Division:		
ate Agency:				Contr	act Identification N	lumber
	Co	ntractor		□ V-		
SHP (TennCa	re Select)			□ c-		
			Service Description		<u> </u>	
				re Services to the	TennCare / Medi	caid Population
ianaged Care	Organization Service	es (ASO) / Medically r	necessary ricality of		Contract End Date	te.
<u></u>	Contra	ct Begin Date				
		·		[12/31/2005	
• •	7	/1/2001		Grant	Grant Code	Subgrant Code
Allotment Code	Cost Center	Object Code	Fund			•
		134	· 11 · · ·	STARS		
318.66	532		Interdepartmental		Total Contrac	t Amount (including
			Funds	Other Funding		mendments
FY	State Funds	Federal Funds	Tallas		\$	18,599,868.4
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	33,079,942.8
2003	\$ 15,785,123.40	\$ 17,294,819.40	<u></u>		\$	63,490,156.6
2004	\$ 25,125,990.72	\$ 38,364,165.90 \$ 58,007,443.00			\$.	116,014,886.0
2005	\$ 58,007,443.00				\$	55,335,500.0 286,520,353.9
2006	\$27,667,750.00				\$	
Total	\$ 133,342,244.35		Luce -	 	Check the box Ol	NLY If the answer is YE
CFDA#		pt. of Health &Human S	, vcs.	is the Contractor	a SUBRECIPIENT? (p	er OMB A-133)
	State	Fiscal Contract				h
Name:	Dean Daniel			Is the Contractor	a Vendor? (per OMB	A-133)
Address:	729 Church Street			ti ri-ani Voar	Funding STRICTLY	LIMITED?
Phone:	Nashville, TN (615)532-1362					
	Maiojouz 10-1	dget Officer Approval	Signature	Is the Contractor	on STARS?	
<u> </u>	Procuring Agency Bu	//		Is the Contractor	's FORM W-9 ATTAC	HED?
	/4/W	//			's Form W-9 Filed wi	Į.
Scott Pierce				Is the Contractor	Funding Certifi	cation
	#OMPLETE FOR	R ALL AMENDMENTS (only)	Dumunt to T.C.A	0-4-06-413	M D Goetz Jr
	ECHIP LLTL 1 C.	Base Contract & Prior				
· .		Amendments	This Amendment Of 12/31/2005		. : +6 2000000000000000	min willing obligation
CONTI	RACT END DATE:	12/31/2004			id that is not otnerwise	encumbered to hay
FY: 2002		\$ 18,599,868.48	<u> </u>	obligations previo	ously incurred.	•
FY: 2003		\$ 33,079,942.80			<u> </u>	<u>. </u>
FY: 2004		\$ 63,490,156.62	\$5,343,886	.00		•
FY: 2005		\$110,671,000.00				
FY: 2006		\$55,335,500.0	0 \$ 5,343,886	00		
	Tot	al: \$ 281,176,467.9	υ Φ <u> </u>			

		CONTRAC	T SUMMARY	SHEET		<u> </u>	
	·	00		Contract Num	ber:	FA-02-14632-09	
Number:				Division: .	,	Bureau of TennCere	
Agency:	Agency: Department of Finance and Administration				Contr	act Identification N	lumber
	Col	ntractor		U V]		•
HP (TennCa	are Selecti			☐ C-	<u> </u>		
(11 (10):110		<u> </u>	Service Description				oold Population
	n inthe Comins	ss (ASO) / Medically r	necessary Health C	are Services	to the	TennCare / Ivied	Calu i Operanon
naged Care	Organization Service	50 (MDC) / Inches					te
	Contra	ct Begin Date		1		12/31/2006	•
-	7.	/1/2001		Gran		Grant Code	Subgram Code
Notment Code	Cost Center	Object Code	Fund				T,
318.66	532	134	11	E STA	K9	Talel Contrac	t Amount (Includi
910.00	<u> </u>		interdepartmental	Other F			mendments
	State Funds	Federal Funds	Funds	Omerr	OTHER PROPERTY.	\$	18,599,868
FY	\$ 6,755,937.23	\$ 11,843,931.25				\$	33,079,942
2002	\$ 15,785,123.40		·			\$	63,490,156
2003	\$ 25,125,990,72	\$ 38,364,165.90				\$	110,671,000
2004	\$ 55,335,500,00					\$	55,335,500
2005	\$26,887,750.00	1 \$ 26.667.750.00				8	281,176,467
2006	al: \$129,670,301.35					Check the box O	NLY if the answer is
	al. O ILO, O I	93.778		_}_			
CFDA#		Fiscal Contract		is the Cor	tractor	a SUBRECIPIENT? (DEL CHES X 100
	Dean Daniel	LIBRES COLUMNO		le the Cot	tractor	a Vendor? (per OME	A-133)
lame:	729 Church Street	•					
Address:	Nashville, TN			is the Fis	GRI Yezi	r Funding STRICTLY	LIMITEDY
Phone:	(815)532-1362					on STARS?	•
	Procuring Agency Bu	udget Officer Approval	Signature				-Hens
	211	7/		te the Contractor's FORM W-9 ATTACHED?			
Scott Plarca	(1/1/6	Mu		is the Contractor's Form W-9 Filed with		th Accounts?	
	<u> </u>	- W AMENDMENTS	(only)			Funding Certif A., Section 9-6-113, I,	ALD CAMP II
	COMPLETE FO	R ALL AMENDMENTS	Sr	Pursuan	t to T.C.	A _{rt} Section e-c-110, t	tation, do hereby cert
	,	Amendments	This Amendment	MLY Commis	a palanci Siūtiet ui	A., Section 9-6-113, I., Finance and Administration in the appropriation	from which this obliga
		12/31/2004	12/31/2005	Uleje is	in he no	eld that is not otherwis	e encumbered to pay
	TRACT END DATE:	\$ 18,599,868.4	8	obligatio	ns previ	lously incurred.	
FY: 2002		\$ 33,079,942.8	30		•		
FY: 2003		\$ 63,490,156.6	3 7)				
FY: 2004		\$39,155,080.0	าก 5,71.515.92	0.00			
FY: 2005			\$55,335,5	00.00			
FY: 2006		tal: \$ 154,325.047.5					

CONTRACT SUMMARY SHEET								
Department of Finance and Administration			CONTR	ACT SUMMARY	SHEET			
Contract Contract Identification Number	RFS Number:	318.66-026			Contract Number:	FA-02-14632-08	3	
VSHP (TennCare Select)	State Agency:	Department of Finance a	and Administration		Division:	Bureau of TennCare	,	
Service Description		С	ontractor		Contr	act Identification	Number_	
Managed Care Organization Services (ASO) / Medically necessary Health Care Services to the TennCare / Medicaid Population Contract Begin Date	VSHP (TennCa	ire Select)		· · · · · · · · · · · · · · · · · · ·		-		
Contract Engin Date	- ;			Service Description				
Allotment Code	Managed Care	Organization Service	ces (ASO) / Medically	necessary Health Ca	re Services to the	TennCare / Med	icaid Population	
Allotment Code		Contra	act Begin Date			Contract End Da	te.	
State Funds		. 7	7/1/2001	,		12/31/2004		
State Funds	Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	3
FY	318.66	532	134	11	☐ STARS			_
\$ 18,599,868.4	FY	State Funds	Federal Funds	•	Other Funding		•	ng
\$ 15,785,123.40				,		\$	18,599,868	.48
\$ 25,125,990.72						\$	33,079,942	.80
State Stat						\$	63,490,156	.62
State Fiscal Contract State Fiscal Contract Is the Contractor a SUBRECIPIENT? (per OMB A-133)	2005	\$ 13,935,109.85				\$	39,155,088	.00
State Fiscal Contract State Fiscal Contract Is the Contractor a SUBRECIPIENT? (per OMB A-133)				•				
State Fiscal Contract Name: Address: Phone: Nashville, TN (615)532-1362 Procuring Agency Budget Officer Approval Signature Scott Pierce COMPLETE FOR ALL AMENDMENTS (only) Base Contract & Prior Amendments CONTRACT END DATE: FY: 2002 FY: 2004 FY: 2005 FY: 2006 State Contract a SUBRECIPIENT? (per OMB A-133) Is the Contractor a Vendor? (per OMB A-133) Is the Contractor a Vendor? (per OMB A-133) Is the Contractor on STARS? Is the Contractor on STARS? Is the Contractor's FORM W-9 ATTACHED? Is the Contractor's FORM W-9 Filed with Accounts? Funding Certification Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify the there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2005 FY: 2005 FY: 2005 FY: 2005 FY: 2005 FY: 2006 FY: 2007 FY: 2008 FY: 2008 FY: 2009	Total:	\$ 61,602,161.20	\$ 92,722,894.70			\$	154,325,055	.90
Name: Address: Phone: Nashville, TN (615)532-1362 Procuring Agency Budget Officer Approval Signature Scott Pierce COMPLETE FOR ALL AMENDMENTS (only) Base Contract & Prior Amendments CONTRACT END DATE: FY: 2002 FY: 2004 FY: 2005 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2007 FY: 2007 FY: 2007 FY: 2008 FY: 2008 FY: 2008 FY: 2009 FY: 2009 FY: 2000 FY:	CFDA#		93.778			Check the box ON	Y if the answer is	YES:
Name: Address: Phone: Nashville, TN (615)532-1362 Procuring Agency Budget Officer Approval Signature Scott Pierce COMPLETE FOR ALL AMENDMENTS (only) Base Contract & Prior Amendments CONTRACT END DATE: FY: 2002 FY: 2004 FY: 2005 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2006 FY: 2007 FY: 2007 FY: 2007 FY: 2008 FY: 2008 FY: 2008 FY: 2009 FY: 2009 FY: 2000 FY:	-	State F	iscal Contract		Is the Contractor a S	UBRECIPIENT? (ne	r OMB A-133\	
Is the Fiscal Year Funding STRICTLY LIMITED?		Dean Daniel	70001	*** • • • • • • • • • • • • • • • • • •				
Scott Pierce Secondary Se	Phone:	· · · · · · · · · · · · · · · · · · ·			Is the Fiscal Year Fu	nding STRICTLY LI	MITED?	
Is the Contractor's Form W-9 Filed with Accounts? COMPLETE FOR ALL AMENDMENTS (only) Base Contract & Prior Amendments This Amendment ONLY CONTRACT END DATE: FY: 2002 \$ 18,599,868.48 FY: 2003 \$ 33,079,942.80 FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 \$ \$5,060,114.00 FY:	. Pr	ocuring Agency Bud	iget Officer Approval S	ignature	is the Contractor on	STARS?		
ts the Contractor's Form W-9 Filed with Accounts? COMPLETE FOR ALL AMENDMENTS (only) Base Contract & Prior Amendments This Amendment ONLY CONTRACT END DATE: FY: 2002 \$ 18,599,868.48 FY: 2003 \$ 33,079,942.80 FY: 2004 \$ 63,490,156.62 FY: 2005 FY: 2005 \$ 34,094,974.00 \$ \$5,060,114.00 This Amendment ONLY Commissioner of Finance and Administration, do hereby certify the there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2005 FY: 2005 \$ 34,094,974.00 \$ \$5,060,114.00	Scott Pierce	V 41. 9	7		Is the Contractor's F	ORM W-9 ATTACHE	D? .	
Base Contract & Prior Amendments This Amendment ONLY CONTRACT END DATE: FY: 2002 \$ 18,599,868.48 FY: 2003 \$ 33,079,942.80 FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 \$ \$5,060,114.00 FY: 000 Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administation, do hereby certify the there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.		Deun 1	tamos					
Amendments This Amendment ONLY Commissioner of Finance and Administation, do hereby certify the there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2003 \$ 33,079,942.80 FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 \$ \$5,060,114.00 FY:		COMPLETE FOR						
FY: 2002 \$ 18,599,868.48 required to be paid that is not otherwise encumbered to pay obligations previously incurred. FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 \$5,060,114.00 FY:	· · · · · · · · · · · · · · · · · · ·				Commissioner of Fina	ance and Administation	n, do hereby certify	
FY: 2002 \$ 18,599,868.48 obligations previously incurred. FY: 2003 \$ 33,079,942.80 obligations previously incurred. FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 \$5,060,114.00 FY: FY: FY: 2005 \$ 34,094,974.00 \$5,060,114.00		CT END DATE:	40 500 500	· <u> </u>				ıs
FY: 2003 \$ 33,079,942.80 FY: 2004 \$ 63,490,156.62 FY: 2005 \$ 34,094,974.00 FY: \$ 5,060,114.00		·			1 · · · ·		·	
FY: 2005 \$ 34,094,974.00 \$5,060,114.00 FY:		· · · · · · · · · · · · · · · · · · ·				•		
FY:		<u> </u>		@E 000 444 00			•	
			\$ 34,094,974.00	\$5,060,114.00	-			
	FY:		B 440 004 044 00	E 5060 114 00	4			

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Office of Contracts Review

	<u> </u>	CONTRA	ACT SUMMARY	SHEET	,		
RFS Number:	318.66-026	<u> </u>		Contract Number:	FA-02-14632-07		
State Agency:	Department of Finance a	and Administration		Division:	Bureau of Tenn Care		
	. Cr	ontractor		Cont	ract identification i	Number .	
VSHP (TennCa				U C-			
		<u></u>	Service Description			,	
Managed Care	Organization Service	ces (ASO) / Medically	necessary Health Ca	are Services to the	TennCare / Medi	caid Population	
		act Begin Date			Contract End Dat	te	
		7/1/2001			12/31/2004		
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
318.66	532	134	11	☐ STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	ALL a	Amount (including mendments	
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.48	
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942.80	
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	63,490,156.62	
2005	\$ 12,121,615.63				\$	34,094,974.00	
					\$.	149,264,941.90	
Total	: \$ 59,788,666.98		<u> </u>			ILY if the answer is YES:	
CFDA#		93.778	<u> </u>	- 			
	State	Fiscal Contract	<u> </u>	Is the Contractor a	SUBRECIPIENT? (po	er OMB A-133)	
Name:	Dean Daniel			is the Contractor a	Vendor? (per OMB	A-133)	
Address:	729 Church Street						
Phone:	Nashville, TN (615)532-1362		·	Is the Fiscal Year	Funding STRICTLY L	IMITED?	
		dget Officer Approval	Signature	is the Contractor	on STARS?		
	7 (John J. 19010) ==	\bigcirc /)	Cile the Contractor's	s FORM W-9 ATTACH	ED?	
Dean Daniel	1 Jean	4 anie	< 6/24/04	<i>/</i>	s Form W-9 Filed with	n Accounts?	
	COMPLETE FOR	R ALL AMENDMENTS			Funding Certific		
	OOM! ZETE O	Base Contract & Prio	r I	Pursuant to T.C.A.	, Section 9-6-113, I, M	l. D. Goetz, Jr.,	
		Amendments	This Amendment ON	Commissioner of t	-mance and Administa in the anomoriation fro	tion, do hereby certify that om which this obligation is	
CONTR	ACT END DATE:	10 700 000 10		required to be paid	that is not otherwise	encumbered to pay	
FY: 2002		\$ 18,599,868.48		obligations previous	usly incurred.		
FY: 2003		\$ 33,079,942.80			• • •		
FY: 2004	<u> </u>	\$ 63,490,156.62					
FY: 2005		\$ 34,094,974.00	<u> </u>				
FY:	<u> </u>	P 440 004 044 0	0 \$ -	-			
	Tota	al: \$ 149,264,941.9	υ j Ψ			3 0 20	

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		CONTRA	CT SUMMARY	SHEET	•		
		CONTRA	CT SOMMAN	1	EA 00 44000 06		
FS Number:	318.66-026	,		Contract Number:	FA-02-14632-06	· · · · · · · · · · · · · · · · · · ·	
tate Agency:	Department of Finance at	nd Administration		Division:	,		
	Co	ontractor		Con	ract identification i	Number	
		THE dottor		□ V-			
SHP (TennCa	are Select)			☐ C-		<u> </u>	
	6		Service Description				
lanaged Care	Organization Servic	es (ASO) / Medically	necessary Health (Care Services to th	e TennCare / Med	caid Population	
		ct Begin Date			Contract End Da	te ·	
<u>,</u>		/1/2001			12/31/2004		
	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
Allotment Code			11 .	STARS	_		
318.66	839	134		 	Total Contract	 : Amount (including	
			Interdepartmental	Other Funding		mendments	
FY	State Funds	Federal Funds	Funds	Other Funding	\$	18,599,868.4	
2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	33,079,942.8	
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$	63,490,156.6	
2004	\$ 25,125,990.72	\$ 38,364,165.90			\$	34,094,974.0	
2005	\$ 12,121,615.63	\$ 21,973,358.37			- 	,,	
					\$	149,264,941.9	
Tota	1: \$ 59,788,666.98	\$ 89,476,274.92	<u> </u>			ILY if the answer is YE	
CFDA#	,	93.778					
	State	Fiscal Contract		is the Contractor	a SUBRECIPIENT? (p	er OMB A-133)	
Name:	Dean Daniel		•	le the Contractor	a Vendor? (per OMB	A-133)	
Address:	729 Church Street	,	•	· · · · · · · · · · · · · · · · · · ·	· ·	1	
Phone:	Nashville, TN (615)532-1362			Is the Fiscal Year	Funding STRICTLY!	IMITED?	
	Procuring Agency Bu	dget Officer Approval	Signature	. Is the Contractor	on STARS?		
· ·	Procuring Agency Bu	uget Officer Approva)	1 41 - 0 - 4	's FORM W-9 ATTACI	4ED2	
Dean Daniel	() 2000 !	de base C	12/23/0		's Form W-9 Filed wit		
·	WEUV) is the Contractor	Funding Certific		
	COMPLETE FOR	ALL AMENDMENTS (Pursuant to T.C.A	., Section 9-6-113, I, M		
		Amendments	This Amendment O	NLY Commissioner of	Finance and Administa	ition, do hereby certify t	
CONT	RACT END DATE:			there is a halance	e in the appropriation fr	om which this obligation	
	RACI END DATE.	\$ 18,599,868.48	3	required to be pa	id that is not otherwise	encumpered to pay	
FY: 2002	·	\$ 33,079,942.80		obligations previo	ously incurred.		
FY: 2003		\$ 29,395,182.62		.00			
FY: 2004			\$ 34,094,974	.00		*	
FY: 2005	<u> </u>				• •		
FY:	Tota	al: \$ 81,074,993.90	5 68,189,948	3.00	وإسو	- 1 - 1	
<u> </u>							
		•			menter Benda Banda Tanan		
				·	<u> </u>		
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					\$1000 \$ \$1.10 \$ \$14.5	man and the second of the seco	
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						tall a summer of the second	
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					T ^{oo} U.	The state of the s	
1							

		CONTR	ACT SUMMARY	SHEET	•			
RFS Number:	318.66-026			Contract Number:	FA-02-14632-05			
State Agency:	Department of Finance	and Administration		Division: Bureau of TennCare				
1	C	ontractor		Contr	Contract Identification Number			
VSHP (TennCa	re Select)		V- C-					
	·		Service Description	©.				
Managed Care	Organization Service	ces (ASO) / Medically	necessary Health Ca	are Services to the	TennCare / Med	icaid Population		
	Contra	act Begin Date			Contract End Da	te		
,	7	7/1/2001			12/31/2003			
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code		
318.66	839	134	11	☐ STARS				
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (includin ALL amendments			
2002	\$ 6,755,937.23	\$ 11,843,931.25	***	, , , , , , , , , , , , , , , , , , ,	\$ 18,599,868.			
2003	\$ 15,785,123.40	\$ 17,294,819.40	OCH REL	FASEL	\$ 33,079,942.8			
2004	\$ 13,004,375.09	\$ 16,390,807.53		2003	\$	29,395,182.62		
			DEC 1	7000				
Total:	\$ 35,545,435.72	\$ 45,529,558.18			<u> \$</u>	81,074,993.90		
CFDA#		93.778	IO ACC	<u> UUNIS</u>	Check the box ON	LY If the answer is YES:		
	State I	Fiscal Contract		is the Contractor a SUBRECIPIENT? (per OMB A-133)				
Name: Address:	Dean Daniel 729 Church Street Nashville, TN		:	ls the Contractor a Vendor? (per OMB A-133)				
Phone:	(615)532-1362		•	is the Fiscal Year Funding STRICTLY LIMITED?				
Pr	ocuring Agency Bud	iget Officer Approval S	Signature	Is the Contractor on	Is the Contractor on STARS?			
Dean Daniel	A Comment	h = ()	1.1.2	Is the Contractor's F	Is the Contractor's FORM W-9 ATTACHED?			
	Maria	unico	12/11/03	Is the Contractor's Form W-9 Filed with Accounts?				
	COMPLETE FOR	ALL AMENDMENTS (o	nly) /	Funding Certification Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr.,				
	•	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to 1.C.A., S Commissioner of Fina	section 9-6-113, I, M. ance and Administation	on, do hereby certify that		
CONTRACT END DATE:				there is a balance in	the appropriation from	n which this obligation is		
FY: 2002		\$ 18,599,868.48		required to be paid th		ncumbered to pay		
FY: 2003		\$ 33,079,942.80		obligations previously	y incurred.			
FY: 2004		\$ 24,372,429.50	\$ 5,022,753.12	Surget 1	2-9-03	<u></u>		
FY:								
FY:			m 5 000 750 40	4	•			

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Office of Contracts Review

	}			,		} - -		
	1	CONTRA	ACT SUMMARY	SHEET				
FS Number:	318.66 -	024	•	FA-02-14632-04	-A-02-14632-04			
tate Agency:	Department of Finance B		_	Division: Bureau of TennCare				
	Cr	ontractor			act Identification N	lumber		
/SHP (TennCa	re Select)	e		□ v .				
	·)		Service Description					
/lanaged Care	Organization Servic	es (ASO) / Medically	necessary Health Ca	are Services to the	TennCare / Medi	caid Population		
 		ict Begin Date			Contract End Dat	<u>le</u>		
	7	7/1/2001			12/31/2003	. ,		
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code		
318.66	839	134	11	☐ STARS				
<u></u>	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	ALL a	Amount (including mendments		
FY 2002	\$ 6,755,937.23	\$ 11,843,931.25			\$	18,599,868.4		
2003	\$ 15,785,123.40	\$ 17,294,819.40			\$ \$	33,079,942.8 24,372,429.5		
2004	\$ 11,153,919.98	\$ 13,218,509.53			a	24,372,423.0		
		0 40 057 000 40			\$	76,052,240.		
Total	\$ 33,694,980.61	\$ 42,357,260.18	<u></u>	+	Check the box ON	LY if the answer is Y		
CFDA#		93.778		Is the Contractor a	SUBRECIPIENT? (po	er OMB A-133)		
Name:	Dean Daniel	Fiscal Contract			Vendor? (per OMB /			
Address: Phone:	729 Church Street Nashville, TN		_	is the Fiscal Year Funding STRICTLY LIMITED?				
<u> </u>	(615)532-1362	dget Officer Approval	Signature	ls the Contractor o	n STARS?	•		
) //		FORM W-9 ATTACH			
Dean Daniel	Wear	hansel	1/140	s the Contractor's	Form W-9 Filed with	n Accounts?		
	COMPLETE FOR	ALL AMENDMENTS	(oniy) / /	Purcuant to T.C.A	Section 9-6-113, J. M.	. D. Goetz, Jr.,		
		Amendments	This Amendment ON	there is a halance in the appropriation from which this				
	ACT END DATE:	\$ 18,599,868.48	3	required to be paid	that is not otherwise	encumbered to pay		
FY: 2002		\$ 33,079,942.80		obligations previou	siy incurred.	:		
FY: 2003 FY: 2004	· · · · · · · · · · · · · · · · · · ·	\$ 18,366,944.50		00				
FY:								
FY:								
	T-4-	L C 70 046 755 7	8 \$ 6.005.485.0	טע 1		•		

		CONTR	ACT SUMMARY	SHEET					
•		CONTRO	HO! GOMINIANO		1 11000 00				
RFS Number:	318-6le	-026		Contract Number:	FA-02-14632-03				
State Agency:	Department of Finance at	nd Administration		Division:	lvision: Bureau of TernnCare				
	l i Gr	ontractor	Cont	ract identification i	Number				
VSHP (TennCa						(
<u> </u>	<u> </u>		Service Description						
Managed Care	Organization Service	es (ASO) / Medically	necessary Health C	are Services to the	e TennCare / Med	icaid Population			
		ct Begin Date			Contract End Da	te			
		/1/2001			12/31/2003				
All downs Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code			
Allotment Code 318.66		134	11	☐ STARS					
u ·	State Funds	Federal Funds	interdepartmental Funds	Other Funding	ALLa	Total Contract Amount (includin ALL amendments			
FY 2002	\$ 6,755,937.23	\$ 11,843,931.25			\$.	18,599,868.4			
2002	\$ 15,785,123.40	\$ 17,294,819.40			\$	33,079,942.8			
2004	\$ 9,183,472.25	\$ 9,183,472.25			\$	18,366,944.5			
2001	1		<u>'</u>		_				
<u> </u>						70,046,755.7			
Total	\$ 31,724,532.88	\$ 38,322,222.90				ILY if the answer is Y			
CFDA#		93.778							
	State	Fiscal Contract		is the Contractor a	SUBRECIPIENT? (P	er OMB A-133)			
Name: Address:	Dean Daniel 729 Church Street			is the Contractor	is the Contractor a Vendor? (per OME A-133)				
Phone:	Nashville, TN		•	is the Fiscal Year	Is the Fiscal Year Funding STRICTLY LIMITED?				
<u> </u>	(615)532-1362	Officer Approval	Signature	is the Contractor	is the Contractor on STARS?				
P	rocuring Agency But	dget Officer Approval	Olginaturo	is the Contractor	is the Contractor's FORM W-9 ATTACHED?				
Dean Daniel	1. leante	lanel	6/30/03	Is the Contractor's Form W-9 Filed with Accounts?					
	COMPLETE FOR	ALL AMENDMENTS	(only)		Funding Certific				
	JOHN ELIZION	Base Contract & Prio		1,	., Section 9-6-113, I, M	i. D. Goetz, Jr., tion, do hereby certify t			
,	. (Amendments	there is a balance	in the appropriation fro	om which this obligation				
CONTR	ACT END DATE:		required to be paid	that is not otherwise	encumbered to pay				
FY: 2002				obligations previou	usly incurred.	:			
FY: 2003	-				Ŷ				
FY: 2004		· · ·	 						
FY:	•	<u>'</u>		- 		• *			
FY:			\$						
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-/		CONTRA	CT SUMMARY	SHEET	•			
	318.66-026			Contract Number:	FA-02-14632-02			
ber: 		I a du de		Division:	Bureau of TennCare	•		
ıncy:	Department of Finance ar	nd Administration	Cont	ract identification N	lumber			
	Co	ntractor	V- 1	•				
TennC	are Select)	·	□ c-	<u> </u>				
			Service Description		T C (Madi	oold Population		
Care	e Organization Service	es (ASO) / Medically	necessary Health C	are Services to the	e TennCare / Medi	Cald Fupulation		
JO Care		ct Begin Date			Contract End Dat	:e		
		/1/2001			12/31/2003			
	- 10tor	Object Code	Fund	Grant	Grant Code .	Subgrant Code		
int Code	Τ	134	11	☐ STARS				
318.6		Federal Funds	Interdepartmental Funds	Other Funding	ALL a	ontract Amount (including ALL amendments		
<u>Y</u>	State Funds	\$ 11,843,931.25			\$	18,599,868.48 33,079,942.80		
302	\$ 6,755,937.23 \$ 15,785,123.40	\$ 17,294,819.40		` <u>`</u>	\$	18,366,944.5		
003	100 170 05	\$ 9,183,472.25			\$	10,000,01110		
<u> 304</u>	\$ 9,183,472:25							
					\$	70,046,755.7		
Tot	at: \$ 31,724,532.88		<u></u>		Check the box ON	LY If the answer is YE		
DA#		93.778		n n to the	a SUBRECIPIENT? (po	er OMB A-133)		
	State	Fiscal Contract				l l		
	Dean Daniel		•	is the Contractor	is the Contractor a Vendor? (per OMB A-133)			
s: ·	729 Church Street Nashville, TN	•	•	is the Fiscal Year	is the Fiscal Year Funding STRICTLY LIMITED?			
•	(615)532-1362				is the Contractor on STARS?			
	Procuring Agency Bu	dget Officer Approval	Signature		Is the Contractor's FORM W-9 ATTACHED?			
Daniel	110000	(haral	· "]		Is the Contractor's Form W-9 Filed with Accounts?			
	Den .	MUSINE	<u> </u>	- 	Funding Certification			
	COMPLETE FOR	R ALL AMENDMENTS	(only)	Pursuant to T.C.	0 0 0 0 0 112 1 0	Warren Neel.		
	•	Base Contract & Prio	This Amendment O	NLY Commissioner of	Finance and Administration for	om which this obligation		
<u> </u>	DATE:	12/31/2003		mere is a balance	id that is not otherwise	encumbered to pay		
	TRACT END DATE:	\$ 18,599,868.4	nhlipations previ	ously incurred.				
002		\$ 28,036,976.8	0 \$ 5,042,966	.00				
003	 	\$ 18,366,944.5	0					
004								
			8 \$ 5;042,966	300		•		
	Tot	al: \$ 65,003,789.7	8 \$ 5,042,966	,,,,,,		. •		

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MANAGEMENT SERVICES

		CONTR	AC.	TSUMMARY	SHEET		***	_]
RFS Number:	318.66-02	6			Contract Number:	FA-02-14632-01		
State Agency:	Department of Finance	and Administration			Division:	Bureau of TennCare	<u>. </u>	
<u> </u>	L	ontractor			Contract Identification Number			
VSHP (TennCa	•		\[\begin{array}{c} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					
			Ser	vice Description	ល			
Managed Care	Organization Service	ces (ASO) / Medically	/ nec	essary Health Ca	are Services to the	TennCare / Med	icaid Population	
	Contra	act Begin Date				Contract End Da	te	
		7/1/2001				12/31/2003	·	
Allotment Code	Cost Center	Object Code		Fund	Grant	Grant Code	Subgrant Code	е
318.66	839	134		11	☐ STARS		<u></u>	
*			ini	erdepartmental		Total Contract Amount (includi		ng
* FY	State Funds	Federal Funds		Funds	Other Funding	ALL amendments		40
2002	\$ 6,755,937.23	\$ 11,843,931.25	,			\$	18,599,868	
2003	\$. 14,018,488.40	\$ 14,018,488.40				\$	28,036,976	
2004	\$ 9,183,472.25	\$ 9,183,472.25			ļ	\$	18,366,944	.50
					<u> </u>		· · · · · · · · · · · · · · · · · · ·	
						<u> </u>	65,003,789	79
Total:	\$ 29,957,897.88	\$ 35,045,891.90			\$ 65,003,78			
CFDA#		93.778		,		Check the box ONL	Y If the answer is	YES:
· . ·	State F	iscal Contract			Is the Contractor a SUBRECIPIENT? (per OMB A-133)			
Name: Dean Daniel Address: 729 Church Street					is the Contractor a Vendor? (per OMB A-133)			
Phone:	Nashville, TN (615)532-1362			·	Is the Fiscal Year Funding STRICTLY LIMITED?			
Pr	ocuring Agency Bud	get Officer Approval 5	Signa	ture	Is the Contractor on STARS?			
Dean Daniel)		Is the Contractor's FORM W-9 ATTACHED?			
	NEW [X	ume	•		is the Contractor's F	Form W-9 Filed with Accounts?		
•	COMPLETE FOR	ALL AMENDMENTS (c	nly)			Funding Certificat		
Base Contract & Prior					Pursuant to T.C.A., S			+in-4
		Amendments	i nis	Amendment ONLY	Commissioner of Fina there is a balance in t	ince and Administation he appropriation from	in, do nereby certify I which this obligation	ınaı n is
	CT END DATE:	12/31/2002	 	12/31/2003	required to be paid th	at is not otherwise en	cumbered to pay	., ,
FY: 2002	- 1	\$ 18,599,868.48	\$	18,366,944.50	obligations previously	incurred.	· •	
FY: 2003		\$ 9,670,032.30	\$	18,366,944.50	┨			
FY: 2004		 	+Ψ	10,000,544,00				
FY:	· i	<u> </u>	1	· · · · · · · · · · · · · · · · · · ·	1			
FY:	Total:	\$ 28,269,900.78	\$	36,733,889.00	1			

THE DECIDENCE OF THE PROPERTY OF THE OFFICE OF MANAGEMENT SERVICES

· 22		c o	NTR	ACT	SU	MMA	R Y	SH	E E	T 7:00	W. Wiert	
Contract	Number	FA-C	2-14	632-	0	State Ager	псу	Tennessee D	epartm	ent of Finance	and Administration	
					Division		Bureau of TennCare					
Ç.	Contractor						Vendor ID Number					
VSHP (TennCare Select)						□ V— □						
•							1		•			
		· · · · · · · · · · · · · · · · · · ·	<u> </u>	 	Service D	escription	Ц	· ·				
Managed	Care Orga	enization Service	s (ASO) / N	Medically ne			rvices	to the Tenno	Care / N	Medicaid Pop	ulation	
	 	Contract Be		 · · · · · · · · · · · · · · · · · · 	· · ·		····			nd Date	• .	
07/01/01	" 14	•				12/31/02						
Allotmei	nt Code	Cost Center	Obj	ect Code	Fu	ind	(Grant	Gr	ant Code	Subgrant Code	
318	.66	839		134	1	1		on STARS				
· FY	Stat	e Funds	Federal	Funds		oartmental unds		Other Fundi	ng		ontract Amount ALL amendments)	
2002		6,755,937.23		343,931.25							18,599,868.48	
2003		3,512,397.48	. 6,	157,634.82	· · · · · · · · · · · · · · · · · · ·			·			9,670,032.30	
	<u> </u>	-							-	<u>-</u>	 	
			<u> </u>	· ·		·	-					
	1	0,268,334.71	18 (001,566.07			-				28,269,900.78	
	<u></u>			301,000.07							20,200,000.70	
	Fiscal Ye	ear Funding Is S	Strictly Lim	ited		CFDA Number 93.778						
	Contract	or is on STARS				State Fiscal Contact						
	1	Form W-9 On Fi	ile With Acc	counts	·	Name Keith Gaither Address Phone 729 Church Street, Nashville TN 37247-6501						
	OR Form W-	9 Attached			<i>t</i>							
~ ·	:					1.110110		15) 532-1362				
	Service I	Provider Regist	ered with F	&A		Proc	curing Agency Budget Officer Approval Signature				al Signature	
		or is a SUBREC ed by OMB Circ)	•	Kei	抗	Go Th Keith Gai	the.	RED 6	129/01	
. (COMPLE	TE FOR ALL	MENDME	NTS (only))			Fundi	ng Cer	tification		
		Base Con Prior Amer		This Ame ONL		Finance and	i Admi	nistration, do l	nereby (certify that the	son, Commissioner of re is a balance in the	
Contrac	t End Date					Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is no otherwise encumbered to pay obligations previously incurred.						
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